of" Bills of Peace are maintainable to prevent a multiplicity of suits. POMEROY, EQ. JUR. (3rd Ed.), Vol. 1, § 269. *Woodruff* v. *Mining Co.* (1883), 8 Saw. 628; *Siever* v. *Union Pacific R. R.* (1903), 68 Neb. 91, 93 N.W. Rep. 943. The weight of authority seems to be, though many courts hold otherwise, that so long as the defendants have some community of interest in the issue and in the remedy, the bill may be maintained. POMEROY, EQ. JUR. (3rd Ed.), Vol. 1, p. 446. *Bailey* v. *Tillinghart* (1900), 40 C. C. A. 93 (100). It would seem, therefore, that the decision of the principal case is well warranted by the modern policy of the courts.

EXECUTORS AND ADMINISTRATORS—ALLOWANCE TO SURVIVING CHILDREN—STEPCHILDREN.—The statute of Kentucky exempting certain articles from distribution is as follows: "And if the specified property is not on hand, other property or money in lieu thereof not exceeding fifty (50) dollars, shall be given for the support of the widow and each infant child living with her." *Held,* this did not include nor apply to stepchildren living with her. *Howland's Adm'r.* v. *Harr et al.* (1906), — Ky. —, 97 S. W. Rep. 358.

As 'was said in the case of *Sanderlin* v. *Sanderlin,* 31 Tenn. (1 Swan) 441, the purpose of these statutes is conceived in a spirit of just regard to the affliction, the helplessness and necessities of the widow immediately after the death of the husband and they should receive a liberal construction. Another reason for a more liberal construction is advanced in 2 KENT COM. 192, that if the husband take the wife's child into his own house, he is then considered as standing in loco parentis and is responsible for the maintenance and education of the child so long as it lives with him.

GARNISHMENT—PROCEEDS FROM SALE OF HOMESTEAD EXEMPT.—Plaintiff sued the defendant and summoned Benesh as garnishee. Benesh owed the defendant a portion of the purchase price of the homestead of the defendant, and this was the debt sought to be garnished. Defendant claimed that he intended to reinvest the money in another homestead and although the sale was voluntary the proceeds were still within the homestead exemption law. *Held,* that under the code allowing a homestead to be conveyed free from liens but not specially exempting the proceeds of sale, the proceeds of a voluntary sale of a homestead are exempt from garnishment, if intended to be reinvested in another homestead within a reasonable time. *Becher* v. *Shaw et ux.* (*Benesh, Garnishee*) (1906), — Wash. —, 87 Pac. Rep. 71.

This case decides for the first time in the State of Washington the point involved. The decision is based upon a liberal view of the statute of homestead exemption, holding that to allow garnishment of the proceeds of sale would in effect prohibit an exchange of homesteads as allowed by the statute. It follows directly the case of *Watkins* v. *Blatschinski,* 40 Wis. 347. See also *Cullen* v. *Harris,* 111 Mich. 20, 69 N. W. 78, 66 Am. St. Rep 380; *State* v. *Geddis,* 44 Iowa, 537; *Schuttloffel* v. *Collins,* 98 Iowa 576, 67 N. W. 397, 60 Am. St. Rep. 216; *Skinner* v. *Chadwell,* 1 (Ky.) S. W. 437. There is another line of cases which holds that a voluntary sale of a homestead destroys the exemption and renders the proceeds liable to garnishment and attachment. These cases are based upon a strict construction of the statute,

holding that the exemption applies only within the exact words of the statute. *Wygant* v. *Smith,* 2 Lans. (N. Y). 185; *Knabb* v. *Drake,* 23 Pa. St. 489; *Mann* v. *Kelsey,* 71 Tex. 609, 12 S. W. 43, 10 Am. St. Rep. 800; *Kirby* v. *Giddings,* 75 Tex. 679, 13 S. W. 27; *Executor of Doane* v. *Doane,* 46 Vt. 485; *Moursund* v. *Priess,* 84 Tex. 554, 19 S. W. 775.

GARNISHMENT—WAIVER OF DEFECT IN WRIT.—Pye sued the Gilbert Book Company, et al., and summoned The Park Bank and Trust Company as garnishee. The writ of garnishment was defective in that the date upon which the garnishee was required to answer had been omitted. Notwithstanding this irregularity, the garnishee appeared and answered and judgment was rendered that it pay over to the plaintiff the amount which it owed to the Gilbert Book Company. The Gilbert Book Company now ask that this judgment be set aside on the ground that the defective service and the subsequent appearance and answer of the garnishee did not give the court jurisdiction of the property of a defendant who had been served only by publication. *Held,* that the garnishee cannot waive irregularities in service so as to give the court jurisdiction of the funds sought to be attached. *Gilbert Book Co. et al.* v *Pye* (1906), — Tex. —, 95 S. W. Rep. 8.

The question of how far service may be waived by the garnishee and make a valid attachment is one of considerable difficulty. One line of cases holds that the statutory steps must be strictly followed, and no action on the part of a garnishee can make an irregular attachment valid. The reason given is that garnishment is a harsh remedy in derogation of the common law, and the defendant is entitled to have the statutory steps closely followed before his property shall be appropriated. *Harrell* v. *The Cattle Co.,* 73 Tex. 612, 11 S. W. 863; *Elder* v. *Hasche,* 67 Wis. 653, 31 N. W. 58; *McCormick Harvesting Company* v. *James,* 84 Wis. 600; *Steen* v. *Norton,* 45 Wis. 417; *Phoenix Bridge Co.* v. *Street,* 9 Okl. 422; *Nelson* v. *Sanborn,* 64 N. H. 310; *State of Nebraska* v. *Austrian, Wise & Co.,* 37 Neb. 631; *Epstein* v. *Salorgne,* 6 Mo. App. 352; *Gates* v. *Tusten,* 89 Mo. 13; *Hathorn* v. *Robinson,* 98 Me. 334; *Phelps & Co.* v. *Boughton,* 27 La. Ann. 592; *Shindler* v. *Smith,* 18 La. Ann. 476; *Wiley* v. *Cohn,* 63 Fed. 759; *H. B. Claflin Co.* v. *Bretzfelder,* 69 Ark. 271, 62 S. W. 905; *Hebel* v. *Amazon Ins. Co.,* 33 Mich. 400; *Raymond* v. *The Rockland Co.,* 40 Conn. 401; *City of Sherman* v. *Shobe,* 94 Tex. 126, 58 S. W. 949. On the other hand there is a line of cases which allows a greater latitude in garnishment proceedings. Instead of looking at the process as a harsh remedy against the debtor, they look at it rather as a just protection to the creditor. Consequently they allow the garnishee to waive all irregularities in service, and, if he appears and answers, allow the attachment to be good. *Dittenhoefer* v. *Coeur D'Alene Clothing Co.,* 4 Wash. 519; *Cahoon* v. *Morgan,* 38 Vt. 234; *Moody* v. *Alter,* 12 Heis. (Tenn.) 142; *Miller* v. *O'Bannon,* 4 Lea (Tenn.) 398; *Reynolds* v. *Collins,* 78 Ala. 94; *Paducah Lumber Co.* v. *Langstaff,* 5 Ky. Law Rep. 110; *Tennent Stribbling Co.* v. *Hargardine McKittrick Co.,* 58 Ill. App. 368; *Dooley* v. *Miles,* 101 Ga. 797, 29 S. E. 118; *Coffee* v. *Haynes,* 124 Cal. 561, 57 Pac. 482, 71 Am. St. Rep. 99.